



16 April 2007

**To:** All Prospective Offerors:

**From:** GovWorks Acquisition Support Franchise, U. S. Department of the Interior

**Subject:** Request for Quote (RFQ) – RFQ No. **67813**- Development and Operation of a Cardiovascular Disease Prevention Program.

GovWorks is issuing this competitive RFQ to solicit offers for the development, operation and support of a nationwide program the Office of Women's Health within the U. S. Department of Health and Human Services. The government's requirements are in the Statement of Work within the following documents. If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions. **The RFQ Due date (closing date and time for the receipt of quotations) is on or before 2:00pm Eastern Daylight Time, Monday, May 21, 2007. Submission is to be via email. NOTE: Due to e-mail size limitations, use multiple emails as necessary and limit of combined attachments to no more than 3 MB per email.**

If you intend to participate, announce your intention by sending an email immediately to [Leonard.nadybal@mms.gov](mailto:Leonard.nadybal@mms.gov). Offerors are required to submit both a written technical quote and a price quote. The technical portion is needed so that the government's evaluators can be assured that the prospective Contractor is fully cognizant of the scope of this contract and has the capability to perform, complete work and fulfill all of the government's requirements as stated in the attached statement of work or statement of objectives (SOW or SOO) found in Part II below the Standard Form 1449 contained herein..

If you have questions regarding this requirement or need clarifications, submit your inquiries immediately via email to the address above **no later than Friday, May 4, 2007**. Questions with the Government's responses will be publically distributed and individually sent to all known interested parties as an amendment to the solicitation.

### **SUBMISSION REQUIREMENTS**

Your offer package is to consist of two separate sections, a technical portion and a "business" portion, with pricing details.

The pricing section **MUST** cite your IRA-issued tax identification number (business **TIN** or SSN if you are a private individual), your firm's Dun & Bradstreet (DUNS) Number, North American Industrial Classification System (**NAICS**) and Standard Product Code. To receive an award, you or your organization must have completed registration as a government contractor at the website: <http://www.ccr.gov>. Successful registration will result in your receiving a CAGE number from the website, which should also be supplied in your quote. Space for this information is in Part IV below the Standard Form Section 1449, below. That form and the parts and attachments to it, with your offer incorporated, will form the contract document upon award.

Your firm will be expected to participate in electronic invoicing and agree to receipt of payment by fedwire electronic transfer of funds from the U. S. Treasury. Because invoices will be accepted only through [www.govpay.gov](http://www.govpay.gov), submission of a quotation is your agreement that, if awarded a contract or order, your firm will submit electronic invoices through this system. You may visit the govpay site, but to establish an

account, you will need the awarded contract number. Registration on the govpay site is not required for the purposes of this solicitation, only your agreement to use that system if you are awarded a contract or order is required.

### **ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS**

Offerors must inform the contracting officer in the submission, whether assumptions are being made, and conditions are being imposed, or if exceptions are taken with respect to **any** of the terms and conditions of this solicitation including the SOW or SOO. If no assumptions are noted, no conditions are imposed and if no exceptions are taken in the offer, the government will assume that, if awarded a contract or order, the offeror will comply with all of the terms and conditions as set forth herein.

### **REPRESENTATIONS AND CERTIFICATIONS**

You must complete the form and provide information as part of your submission that is contained within FAR clause 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Jan 2005), which is printed below, in Part IV under the Standard Form 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS form. That part will be detached upon award, but will remain in the contracting officer's file. Note that the "Form 1449" requires you to complete blocks 12, 17, 23, 24, & 30. Note that you need to complete only paragraph (j) of this provision you have completed the annual on-line version of the Representations and Certificates at <http://orca.bpn.gov> . Also please note that the "Form 1449" requires you to complete blocks 12, 17, 23, 24, & 30.

### **TECHNICAL QUOTE (Volume 1a)**

Offerors shall provide a technical quote that includes the following three general areas:

- A. Management Approach and Technical Capabilities,
- B. Personnel Qualifications, and
- C. Organizational Experience

(1) Discussion of the background, objectives, and work requirements of the statement of work as analyzed by the offeror,

(2) Discussion of proposed methods and techniques for completing each task,

(3) Discussion which supports how each task will be evaluated for full performance and acceptability of work from the offeror's viewpoint,

(4) Discussion of any anticipated difficulties and problem areas, along with potential recommended approaches for their resolution, and

(5) Discussion of major logistical considerations.

The Offeror must define its management and technical approach and show that it will satisfy the government's requirements. Please include a description of your current personnel resources for this work, which addresses the capabilities and experience (knowledge, skills and abilities) of each individual proposed, as they relate to the attached Statement of Work. At a minimum, this section of the quote must include:

- Organizational Structure (Org chart and resource headcount required to support the requirement)
- Resumes for all proposed staff. Resumes should be limited to three pages and must include the proposed labor category for the individual.

## **PAST PERFORMANCE (Volume 1b)**

- The Offeror shall identify three (3) contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three years. Relevant is defined as work similar in complexity and magnitude of the work described in this Statement of Work.

The Offeror shall ensure that the Past Performance Questionnaires (the last pages in this file) are sent by you to at least three separate customers who you should ask to complete the forms and have them send them to this office (by mail at the GovWorks address below or attached to an email to the contracting officer), in either case, no later than Monday, May 21, 2007

The Government may also consider information obtained through other sources. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort.

## **PRICING QUOTE (Volume 2)**

Your quotation must be in a separate volume or section from your technical quote. The quote is to be submitted using a fixed price for labor hours by labor category, with percentages and estimates (as appropriate) for ancillary labor costs and fees to be associated with (added to) incurred costs for travel and other expenses that may arise in the course of performance.

Price quotes shall include the following:

- 1) An estimated price for each task (per hour of effort), tasks organized into the proposed organization structure.
- 2) Fixed rates shall include all costs and fees, including overhead and profits, and shall identify any reduction in prices in commercial price lists or schedule rates under existing government contracts, if any. The Government intends to award without discussions.
- 3) All other costs and the reductions or rebates offered. Estimates are acceptable. With respect to reimbursable expenses, especially travel related expenses, all discounts, rebates, commissions and similar sums accruing to the contractor must be credited to the government.
- 4) Escalation percentages by which the labor rates will increase (if they will increase) in annual option periods subsequent to the initial one year base period to be awarded. The government reserves the right to not award the order with options.

## **EVALUATION OF QUOTES**

Quotes will be reviewed and evaluated in accordance with the evaluation criteria identified below:

The first four technical factors: A. Management Approach and Technical Capabilities, B. Personnel Qualifications, C. Organizational Experience and D. Past Performance are of equal importance and when combined are more important than Price. Sub-factors listed under each factor are of equal importance to each other.

## **TECHNICAL QUOTE EVALUATION (Volume 1a)**

### ***A. Management Approach and Technical Capabilities***

1. Understanding of the work, including creativity and thoroughness shown in understanding the objectives of the SOW and specific tasks, and planned execution of the project.

2. Evidence of specific methods and techniques for completing each discrete task, to include such items as quality assurance, and customer-service as detailed in the Quality Assurance Plan.
3. Ability to address anticipated potential problem areas, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements.
4. Degree to which the offerors quote demonstrates an understanding of logistics, schedule, and any other miscellaneous issues in which the Government should be aware.
5. Quality and effectiveness of the allocation of personnel and resources.

## ***B. Personnel Qualifications***

1. The currency, quality and depth of experience of individual personnel in working on similar projects. Similar projects must convey similarity in topic, dollar value, workload, duration, and complexity.
2. Quality and depth of education and experience on other projects which may not be similar enough to include in response to B.1. (Immediately above) but may be relevant.
3. The currency, quality and depth of how the Project Director will supervise and coordinate the workforce.

## ***C. Organizational Experience***

1. Evidence that the organization has current capabilities; and for assuring performance of this requirement. Evidence of supporting subcontractors, consultants and business partners will be considered.
2. Appropriate mix and balance of education and training of team members.

### **TECHNICAL QUOTE (Volume 1b)**

## ***D. Past Performance***

1. The organization's history of successful completion of projects; history of producing high-quality reports and other deliverables; history of staying on schedule and within budget.
2. The quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients.
3. The organization's specific past performance on prior similar efforts specified within this SOW.

### **PRICE QUOTE EVALUATION (Volume 2)**

## ***E. Price/Cost***

Technical Factors are more important than cost or price. Selection of the firm to perform this task order will be based on the Government's assessment of the best overall value.

**TYPE OF CONTRACT.** The government anticipates issuing a purchase order under provisions of a test program using simplified procedures described in the Federal Acquisition Regulation (FAR) at Part 13.5.

It is anticipated that the award will be a labor hour arrangement at a fixed net hourly labor rate with fixed

supplemental percentages for fringe benefits. Because travel will be involved, offerors should consider separate labor pricing for travel time, giving consideration to differences between local (vicinity) travel by car or public transportation, domestic travel by air and rail, and rates that will apply when the contractor's staff members are physically outside of the United States. Reimbursements for travel related costs (lodging, subsistence and incidentals) will be honored at cost to the contractor; the contract may incur such costs to the maximum rates permitted in current government travel regulations.

**PERIOD OF PERFORMANCE:** The resulting award will have a base period beginning at the time of award and ending 12 Months after award. The award may include option periods, which the government can exercise unilaterally. To provide for transitions to successor contracts and contractors, the resulting order will include a clause permitting extensions to the period of performance of up to six months at quoted base period rates.

### **Contract /Order Award.**

The contract or order will be awarded to the responsive, responsible offeror whose quote, in conformance with this RFQ, provides the best overall value to the government, technical and price evaluation factors considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, at realistic and reasonable cost. Technical evaluation factors are more important than cost. In the event quotes are evaluated as technically equal in quality, price will become a major consideration in selecting the awardee.

### **Due Date for the Receipt of Proposals/ Quotations**

Due to the compressed schedule for completion of this acquisition action and the desire by the requiring agency for performance to start on or about 15 June 2007, the due date for our receipt of your quotation (both parts), is on or before 4PM EST Monday, May 21, 2007.

Address your quotation to the contracting office at this street address, but submit the documents by email to the email address of the contracting officer, which is shown below. Do NOT send a follow-up hard copy of the quotation.

GovWorks/NBC  
ATTN: Leonard Nadybal (703-9643627)  
381 Elden Street  
Herndon, VA 20170

Email: [leonard.nadybal@mms.gov](mailto:leonard.nadybal@mms.gov)

If you have any questions regarding this request, please use email.

### **Attachments**

1. Solicitation, Contract/Order for Commercial Services, followed by a Statement of Work
2. Representations and Certifications
3. Wage Determination
4. Past Performance Questionnaire

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NO. BiS 50775 - IAA _____		PAGE 1 OF ____ <div style="text-align: right;">+Atts</div>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. 1435-04-05-RQ-67813	
7. FOR SOLICITATION INFORMATION CALL		a. NAME use email: Leonard.nadybal@mms.gov				b. TELEPHONE NO. (No collect calls) (703) 964-3627	
9. ISSUED BY U.S. Department of the Interior – GovWorks Attn: Leonard Nadybal 381 Elden Street, MS2510 Herndon, VA 20170-4817  Tel. 703-9643627		CODE _____		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> Service Disabled Veteran-Owned Small B. <input type="checkbox"/> 8(A)  NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____ 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  Attention:  Voice: _____ ; Fax _____		CODE _____		16. ADMINISTERED BY L. A. Nadybal Address in Block 9 above			
17a. CONTRACTOR/ OFFEROR		CODE _____		FACILITY CODE _____		18a. PAYMENT WILL BE MADE BY U.S. Department of the Interior – GovWorks Invoice Team (703) 787-1200 Submit invoices to: <a href="http://www.Govpay.gov">www.Govpay.gov</a>	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Program development, operation and support of OWH Cardiovascular Disease Prevention Program in accordance with the Statement of Work (Part II, next page), other terms, conditions and provisions herein at Part III, and the portions of the contractor's proposal/quotation dated _____, all hereby incorporated (Attachment 1 in PART V).					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA							
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Leonard A. Nadybal		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## PART II

### STATEMENT OF WORK

#### Background

The Office on Women's Health in the United States Department of Health and Human Services (DHHS/OWH) coordinates the efforts of all the DHHS agencies and offices involved in women's health. DHHS/OWH works to improve the health and well-being of women and girls in the United States through its innovative programs by educating health professionals and motivating behavioral change in consumers through the dissemination of health information.

This procurement furthers President George Bush's agenda to broaden Federal efforts to work with faith-based and community organizations. For more information on the Administration's Faith- Based Initiative, please see the following website: <http://www.whitehouse.gov/government/fbci/index.html>.

Further, the requirement of the contract to be awarded will mean that the offeror or offerors awarded contracts will put emphasis on performance that is aligned with the health promotion and disease prevention objectives of *Healthy People 2010* and the *HealthierUS Initiative*. More information on the *Healthy People 2010* objectives may be found at <http://www.health.gov/healthypeople>. more detailed information on the *HealthierUS Initiative* may be found at <http://www.healthierus.gov/>.

#### Objective

The objective of the contract or order is to have a contractor offer and deliver to target audiences within the general public counseling sessions promoting risk behavior modification and maintenance of low risk health practices among participants that will contribute to reduction of cardiovascular disease mortality and morbidity among high-risk women in the United States. The contractor shall target high-risk women aged 40 years and older who are members of at least one racial and ethnic minority population. Regardless of the targeted nature of the audience, however, all high-risk women shall be eligible to participate in the program, regardless of race, religion, or age.

The offeror's proposal must designate the program manager who will have nationwide operational responsibility over the program. This person shall be designated as a key person within the meaning of the FAR clause relating to key personnel; the contractor may not substitute another person after contract award without the advance approval of the COTR that the contracting officer will appoint to administer the contract.

## Scope of Work

The contract is divisible into three broad phases:

1. Program Development
2. Program Operation
3. Program Reporting & Self-evaluation

Once the program is developed and approved, the contractor shall operate the program, which is essentially comprised of two phases:

1. Promotion and recruiting of participants
2. Delivery of counseling sessions and operation of a low-risk behavior maintenance program.

At the end of the program, the contractor will report on results and participate in publication of an analysis of what occurred and was accomplished.

## Contract/Order Period of Performance:

The period of performance during which the contractor's efforts must be completed is from the date of award for a period of 18 months, hereto referred to as the Base Period. No option periods or extensions are contemplated.

Chronology of Events. Within the 18 months, the program will generally operate as follows. Detailed timelines and a summary list of specific events and outcomes are to be found later in this document:

**1. Post-Award Orientation Meeting.** The national program manager and appropriate supervisors from the contractor's local teams shall attend an orientation meeting. Within three weeks of the contract award, the contractor's project leaders will attend a two-day orientation meeting at the OWH headquarters in Washington, D.C. The date and time and travel arrangements will be mutually coordinated and agreed upon by the national manager and the OWH Contracting Officer's Technical Representative (COTR). Funds for travel and lodging expenses are reimbursable expenses to the extent permitted in the federal travel regulations as applicable to government employees.

The purpose of the post-award orientation meeting is to coordinate tasks, clarify requirements and to answer any questions that the contractor and its subcontractors' representatives may have of the government and vice versa. The Contractor and its subcontractors will be expected to share their program plans, approaches, and best practices with each other through presentations and round table discussions. The government does not intend for the Contractor to present an elaborate briefing; the Contractor is not to expend valuable resources on audio-visual aids. The intent of the briefing is to initiate the communication process between the Government and contractor and its subcontractors by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements, timelines, objectives and obligations.

**2. Broad Program Phase One - Program Development - Curriculum Development and Reporting Infrastructure Design.** This consists of the following four elements:

**a Establish Curriculum Development Committee.** The contractor will form the committee that shall consist of:

- (1) two program site leaders from each of the 10 sites;
- (2) health care professionals, educators and appropriate multidisciplinary experts associated



with national faith-based or national community organization, and;

(3) racial and ethnic minority women representing a cross section of the local target communities.

**b. Curriculum Development.** The curriculum is to be designed by the committee is to be such that the program as a whole consists of two phases - i) counseling sessions and ii) practical health maintenance.

The contractor will lead the Curriculum Development Committee through the process of designing and producing a series of counseling sessions, the content of which will address the six risk factors for cardiovascular disease (smoking, diabetes, hypertension, cholesterol, obesity, and physical inactivity), that will address behavior that individuals can employ or modify to reduce risk of heart disease, and that will show the benefits associated with risk reduction. The prevention of stress and the signs/symptoms of heart attack and stroke in women shall also be addressed. All counseling and maintenance sessions shall be focused on mutual support for participants in their efforts to reduce the risk associated with increased weight and physical inactivity. Each session shall include a small group discussion component that will focus on encouraging participants to incorporate weight control strategies and physical activity into their daily lives. Participants shall be divided into small groups according to criteria chosen by the contractor. These criteria may be based on Prochaska's Stages of Change model (16), demographics, risk factor profiles, etc. During the group discussion component, participants should discuss self-monitoring efforts and establish risk modification goals. Sessions may include lectures, demonstrations, video presentations, activities, etc. Each session must also incorporate some form of low to moderate physical activity (such as walking, yoga or aerobics). Participants shall be encouraged and organized to meet in groups at least once a week to engage in some form of physical activity.

There is no general objection to the Curriculum Development Committee seeking, considering, adapting and using existing curricula from successfully tested and evaluated CVD prevention and intervention programs. DHHS/OWH and NIH/ORWH will not provide the contractor with curriculum. The curriculum and counseling materials must be both culturally appropriate and women-centered (see **Section X** of the solicitation for definitions) and constructed at appropriate cultural educational levels.

The counseling phase is to be comprised of 8 bi-monthly sessions (4 month counseling phase).

Session 1 - Screening & Program Introduction

Sessions 2-7 - Address each of the risk factors

Session 8 - Screening, preparation for Phase II health maintenance and wrap up of Phase I

**c. Developing the Counseling Sessions:**

**Counseling Session #1:** Screening and Program Introduction: During the first counseling session, screening for all six major CVD risk factors shall be conducted for each participant to establish baseline measurements. (Note: Fasting blood tests must be used to screen for cholesterol and diabetes.) Screening equipment may not be purchased with funds from the contract. Screening equipment may be either rented or solicited as donations or loans from local health care organizations, drug stores, and/or other private sources, giving proper acknowledgement for their assistance. Additionally, health professionals who volunteer to present at sessions can be asked to bring equipment with them and help conduct the screenings.

Reimbursement for the costs of renting equipment may be considered by the government upon

receipt of the contractor's request. Rentals at government expense must be approved in advance by the COTR.

The importance of weight control and physical activity will be introduced and emphasized as the primary goal of the program. Daily weight and physical activity self-monitoring materials (diaries, logs, etc.) will be distributed and explained. The site leader should also discuss the reward system for reaching risk modification goals. Moreover, the first session should include a basic orientation on how to use the internet. The orientation shall include instruction on how participants who do not own computers can access computers that are available for public use. The orientation may include a pictorial diagrams, graphic aids and/or written instruction. The contractor must submit all estimates for the production of materials to the COTR in advance if the Contractor intends to submit invoices for reimbursement of such costs. Computers and peripheral equipment shall not be approved for purchase or rental at government expense.

During the first counseling session, each participant shall also be administered a test to determine baseline knowledge of CVD and its risk factors. Additionally, each participant shall assess her own personal CVD risk profile and Stage of Change (16) for the six major CVD risk factors. One tool that can be used to assess a woman's Stage of Change for each major CVD risk factor which can be found on the DHHS/OWH's For Your Heart website at <http://www.4womenshealth.gov>.

Information from this website can be incorporated into the curriculum for subsequent sessions.

**Counseling Sessions #2-7: Risk Factors.** After the first introductory counseling session, the following six counseling sessions will be devoted to counseling participants about one CVD risk factor, so that all six of the major risk factors— smoking, diabetes, hypertension, cholesterol, obesity, and physical inactivity—are covered. In addition, key lessons learned at previous sessions will be reviewed at each of the following sessions to reinforce risk factor knowledge.

**Counseling Session #8: Screening and Wrap-up.** During the eighth and final counseling session, participants shall be screened again for all six major CVD risk factors and each participant shall assess her own personal CVD risk profile and Stage of Change. Each participant shall also be administered a test to determine knowledge of CVD and its risk factors. Additionally, participants shall be asked to provide feedback regarding their experience in the program and evaluate the program. Responses will be used to aid participants in designing the maintenance phase of the program. Participants will also decide on a plan of action for follow-up maintenance sessions.

#### **d. Development of Website, Collection of Data for Website, Newsletter**

**development plan, Incentive source identification, Retention materials development, report format design.** The promotional effort will consist of:

- A website (which may be, for economy of scale, nationally prepared and deployed with the concurrence of local content by the local program leaders)
- A newsletter (may be centrally prepared for economies of scale with localized content from local leaders for the local program promotional purposes)
- Participant reminder messages (emailed, by phone or postal) (which may be centrally prepared for consistency, as long as consideration is given to local cultural nuances and appropriateness for localized use; and
- Retention and achievement incentives.

The contractor shall also task the local leaders with recruiting speakers and obtaining materials on a voluntary basis to the maximum extent possible, at no cost to the government and for the registering of participants. The contractor shall develop, implement and sustain an appropriately broad promotion program to seek and retain interested participants. The contractor's promotional efforts shall be designed to result in sessions that are attended by at least 20 individuals. The contractor shall ensure that each of the contractor's local site leaders will be responsible for promoting the program in the neighborhoods where members of the target audience who will see the

promotional messages are most likely to be encountered.

Regarding the website: The contractor shall establish a national accessible website or enhance an existing organization's website to provide cardiovascular support and information online. The web pages shall contain links to the DHHS /OWH's "For Your Heart" website at

<http://www.women'shealth.gov/hhs>

and the NHLBI's Heart Truth Campaign website:

<http://www.nhlbi.nih.gov/health/hearttruth>

Regarding Collection of Data for the Website: This collected information will be used to assess and report on the results of the program. Screening, knowledge, stage of change, and personal risk profile data shall be obtained from three assessment points—the first and last counseling sessions and the last maintenance session. (Note: Fasting blood tests must be used to screen for cholesterol and diabetes during these three assessment points.) . Data shall also be obtained from feedback and evaluation forms completed by the participants. The Contractor may use any appropriate assessment tools, survey instruments, self-monitoring and evaluation materials to collect data. All data collection materials and methodology must be reviewed and approved by the

Curriculum Development Committee. In addition, the contractor shall be required to include a core set of screening and evaluation items that will be prescribed by the national project officer at the two-day orientation session.

The contractor shall design one centralized database, collect all participant data from the site leaders, and enter that data into the database. This data shall be kept confidential through use of unique identifying numbers in lieu of open names and other identifiers. At the end of the program, all data will be analyzed to quantitatively evaluate the program's effectiveness. In addition, an electronic copy of the data shall be provided to DHHS/OWH. The contractor must assist site leaders in compiling a local directory of cardiovascular resources (cardiologists, dieticians, diabetes experts, weight loss and exercise programs, public health screening and diagnosis information) available in the community each site, including health care alternatives for the uninsured and underinsured women.

Regarding the Newsletter: The contractor shall issue a monthly newsletter that promotes the program, provides additional cardiovascular disease information and highlights progress made by individual sites and participants. It shall minimally be distributed at the local program sites and via email, with a copy to be posted on the website.

Regarding Participant Retention: The contractor will also create postcard reminders (or e-mail reminders if participants have easy access to the internet) for each counseling and maintenance session. Each site leader will mail or e-mail the reminders to each participant. The site leader will also make reminder phone calls as necessary.

Regarding Incentives. Site leaders will obtain and distribute incentives for an attendance (e.g. door prizes) and incentives to motivate participants to modify risk factors during the course of the program. Prizes will be offered to the participants who achieve their personalized risk modification goals for each session. Positive reinforcement and open communication as well as a healthy sense of competition must be encouraged. All incentives and prizes shall be solicited as donations from private sources. Costs for such incentive materials may not be billed to the government under the contract or reimbursed by the government.

Regarding the Reports: The form, format and content of reports shall be provided in draft by

the contractor to the COTR prior to the start of program operations, and modified as necessary after consultation so that the OWH will receive the information and assessments it requires.

e. **Approval of the Curriculum and other program element content.** The contractor shall submit the resulting products for approval to use the materials in the counseling sessions from the Contracting Officer's Technical Representative (COTR) within the time frames shown in the table in the Deliverables Schedule in Section VI, below.

**3. Broad Program Phase Two - Program Operation** The contractor shall insure that its subcontractors perform approved work not inconsistent with or omitting the requirements of this contract or order and that the Contractor and its subordinates perform in accordance with the timelines established herein (as may be changed by advance approval of the COTR throughout the program development process).

#### **4. Broad Program Phase Three - Reporting & Self evaluation**

**A. Reports Program Evaluation, Write-up, Report Submission.** The contract's Broad Phase Three is the contractor's reporting on the achievements of the program. During the operation of the program, the contractor will have collected program and participant data and report it at the end of Broad Phase Two (at the end of Operation of the program). In Broad Phase One, the contractor shall have established the infrastructure necessary to obtain the required data as well as the agreements from the participants for their participation in the data gathering and shall have developed the format and method of delivery of the data OWH requires.

##### **B. Self Evaluation**

To have successfully performed to the requirements of this contract, the program evaluation must demonstrate that the following desired program outcome occurred:

##### **Primary Outcome Measures**

1. Increase the proportion of women who are aware that heart disease is the number one killer of women
2. Increase the proportion of participants who are aware of the early warning symptoms and signs of a heart attack and the importance of accessing rapid emergency care by calling 911
3. Increase the proportion of participants who know the major risk factors for CVD and how to modify those risk factors
4. Increase the participant's knowledge of CVD resources in the community
5. Decrease the proportion of participants who are obese
6. Decrease the proportion of participants who are overweight
7. Increase the proportion of participants who engage regularly in moderate physical activity (outside of program sessions)
8. For each CVD clinical risk factor, move 50% of participants up at least one state of change.

##### **Secondary Outcome Measures**

1. Decrease the proportion of participants who smoke
2. Increase the proportion of participants with Type 2 diabetes at baseline whose Type 2 diabetes is under control
3. Increase the proportion of participants with high blood pressure at baseline whose blood pressure is under control
4. Decrease the proportion of participants with high total blood cholesterol

In addition to reporting on the minimum levels of success achieving the outcomes listed above, the evaluation is to also address the following questions:

1. Did participants evaluate the program favorably?
2. Did the program meet the needs and expectations of the participants?
3. What changes do the participants suggest?

---

## **C. Contract Phase II – Program Operation**

### **1. Operation of Program Phase I - Counseling Sessions.**

Each faith-based or community-based site will host eight counseling sessions over a period of 4 months. The sessions can be physically located at the faith-based or community-based site or at any other appropriate facility in the community.

### **2. Operation of Program Phase II - Maintenance Sessions**

The maintenance sessions will take place over a period of three months directly following the counseling sessions (Phase I). With the aid of the site leader, participants shall decide on the number, frequency, and format of the maintenance sessions. These sessions may include any or all of the following: additional counseling seminars, screenings, testimonials, personal counseling, field trips (e.g. trips to gyms to exercise or trips to grocery stores and restaurants to practice selecting healthy foods), etc. However, each session must include a physical activity and a small group discussion component. In addition, participants shall be encouraged and organized to meet in smaller groups at least once a week to engage in some form of physical activity.

At each site, the format of each maintenance session should be clearly outlined and documented by the site leader (what type of activity, duration of activity, material covered, location etc.). During the last maintenance session, participants will be screened again for all six major CVD risk factors and each participant shall assess her own personal CVD risk profile and Stage of Change. Each participant shall also be administered a test to determine knowledge of CVD and its risk factors. Additionally, participants shall be asked to give feedback and evaluate the program.

## **Summary of Specific Tasks**

The contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. Specifically, the contractor shall:

- Submit a work plan, task outline, and schedule of activities within one month of contract award.
- Submit quarterly progress reports that outline the status and progression of the program.
- Develop one-day site leader training course.
- Develop materials for a one-day site leader training course.
- Attend a two-day post-award orientation meeting in Washington, DC within two months of contract award. (Travel funds for this meeting must come out of the total award funding and should be included in the offeror's cost proposal.)
- Form a multidisciplinary planning committee consisting of representatives from the national faith-based and/or national community organization, health care professionals and educators, and racial and ethnic minority women in the community.
- Select 10 faith-based or community-based sites throughout the United States that are willing to participate in the program, and sign an MOU with each site.
- Select site leaders at each site
- Establish and promote a national website or enhance an existing organization's website to provide cardiovascular support and information online.

- Consult with the planning committee to develop eight counseling sessions that address all of the major risk factors for coronary heart disease and stroke. Curriculum should be adapted from existing models of CVD prevention intervention curriculum that have been successfully tested and evaluated.
- Prepare or obtain counseling materials for the eight counseling sessions (e.g. instructional manual, counseling and/or exercise videos, booklets, etc.).
- Develop small group discussion format for each session focusing on encouraging participants to incorporate weight control strategies and physical activity into their daily lives.
- Develop instructional manual for the physical activity component of each counseling and maintenance session.
- Develop self-monitoring risk modification materials (logs, diaries, etc.) that are user-friendly and allow participants to track regular physical activity and weight control behaviors.
- Prepare a draft consent form in lay-language, obtain appropriate institutional IRB approval, and obtain consent from all program participants.
- Develop program promotional materials (e.g. flyers, pamphlets, etc.).
- Develop postcard or e-mail reminders for each counseling and maintenance session
- Design one-day site leader training course.
- Develop materials for one-day site leader training course (training manual, certificates, etc.).
- Transport site leaders to the training session and execute training session.
- Reproduce all counseling sessions, self-monitoring, and evaluation materials and deliver copies to each site leader.
- Reproduce reminder postcards/e-mails, consent document and promotional materials and deliver to each site leader.
- Design a print and/or web-based newsletter.
- Distribute newsletter to each site on a monthly basis.
- Assist site leaders in compiling a local directory of cardiovascular resources available in the community for each site.
- Assist site leaders in scheduling sessions at each site.
- Assist site leaders in obtaining participation incentives and prizes. All incentives and prizes shall be solicited as donations from private sources, and shall not be paid for by the contract.
- Assist site leaders in obtaining screening equipment and personnel. Screening equipment may not be purchased with funds from the contract. Screening equipment may be rented or solicited as donations or loans from private sources.
- Assist site leaders in coordinating screenings and administering evaluation materials.
- Assist site leaders in recruiting speakers for the sessions (e.g. nurses, physicians and other health care professionals) and conducting website training.
- Assist site leaders with any additional resources necessary to the format of the maintenance sessions chosen by the participants.
- Collect all participant data using survey instruments and data collection forms provided by DHHS/OWH.
- Enter all data obtained from each site into centralized database using unique identifiers for each participant.
- Participate in monthly conference calls with the DHHS/OWH and other contractors.
- Host a monthly conference call with all site leaders and make additional contact with individual sites as necessary via e-mail and phone calls.
- Analyze data using appropriate statistical software and prepare a draft of the final report six weeks prior to the end date of the contract award.
- Incorporate mutually agreed upon edits from the DHHS/ OWH into final report by the end date of the contract award.
- Assign one staff member to participate in a committee with other contractors and DHHS/OWH and prepare a joint manuscript suitable for publication in a peer-reviewed journal.

**Program Phases Schedule**  
**The Time Chart below summaries the length and elements**  
**of each phase of the CVD program**

Phases	Activity	Description	Duration
	CVD Program	National Faith-Based and National-Community Cardiovascular Disease Prevention Programs for High-Risk Women (CVD)	18 Months
Phase I	Program Planning & Recruitment	Orientation Session, Program Development, Formation of a multi-disciplinary Planning Committee Selection of Site Leaders, Site Leader Training, Recruitment and Retention Resource Establishment, Develop DataBase	Months 1-8
Phase II	Group Counseling Sessions	Host eight group counseling sessions Group Counseling Session #1 – Screening and Program Introduction. CVD Pre-knowledge test administered to all program participants, Group Counseling Session #2-7 - CVD Risk Factors discussion Group Counseling Session #8 – Participants screened again for all six CVD risk factors. Participants will assess their own personal CVD risk profile and Stage of Change, Post CVD knowledge test administered to all participants. Participants prepare an evaluation of the program	Months 9-12 (bi-monthly Sessions)
Phase III	Maintenance Sessions	Site leaders will assist participants to design a format for maintenance sessions. Screening of all participants for all six CVD risk factors Assessment of risk profile and Stage of Change. CVD post knowledge test administered Program Evaluation completed	Months 13-15 (six sessions)
Phase IV -	Program Evaluation and Write-Up	Data entered into centralized database. Data analyzed to evaluate the program's effectiveness. Incorporate mutually agreed upon	Months 16-18

		edits from the DHHS/OWH into final copy. Submit second financial status report as an appendix to the final report. Participate in a committee with other contractors and DHHS/OWH staff to prepare a joint manuscript. Prepare a draft of the final report	
--	--	---	--

## **Deliverables/Deliverables - Schedule of Performance Events**

(For table of deliveries schedule for plans and reports, see below.)

In fulfillment of this effort, the Contractor shall provide the following deliverables. All deliverables shall be submitted to the COTR, unless otherwise agreed upon.

Unless otherwise days specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will also have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified.

<b>DELIVERABLES</b>	<b>DUE DATE</b>
<ul style="list-style-type: none"> <li>• Submit revised work plan, task outline, schedule of activities</li> </ul>	Within one month after funding approval
<ul style="list-style-type: none"> <li>• Select site leaders</li> <li>• Form multidisciplinary planning committee and speakers bureau</li> <li>• Create appropriate written agreements, obtain signatures, and submit</li> <li>• Begin processes for IRB approval</li> </ul>	Within two months after funding approval
<ul style="list-style-type: none"> <li>• Compile and submit local directories and mail to sites</li> <li>• Establish website</li> </ul>	Within three months after funding approval
<ul style="list-style-type: none"> <li>• Design and submit curriculum and materials for eight educational sessions.</li> <li>• Design and submit evaluation, self-monitoring, and promotion materials.</li> <li>• Design and submit consent form, reminder postcard, and incentives</li> <li>• Mail all above materials to site</li> <li>• Design and submit curriculum and materials for site leader training course</li> </ul>	Within six months after funding approval
<ul style="list-style-type: none"> <li>• Design and submit newsletter</li> <li>• Mail first issue of newsletter to sites one month before start of educational sessions. Mail subsequent issues every month thereafter</li> </ul>	Within eight months after funding approval



<ul style="list-style-type: none"> <li>• Host site leader training session</li> <li>• Schedule eight educational sessions at each site</li> <li>• Create database of participants</li> <li>• Collect signed consent forms and enter participant information into database</li> </ul>	
<ul style="list-style-type: none"> <li>• Begin bi-monthly educational sessions</li> </ul>	Within nine months after funding approval
<ul style="list-style-type: none"> <li>• Administer screening for all risk factors and evaluation materials during the first educational session. Enter data into database</li> <li>• Administer screening and evaluation materials during the last educational session. Enter data into database</li> </ul>	Within twelve months after funding approval
<ul style="list-style-type: none"> <li>• Begin maintenance sessions</li> </ul>	Within thirteen month after funding approval
<ul style="list-style-type: none"> <li>• Mail each participant reminder postcards</li> </ul>	One week prior to every educational and maintenance session
<ul style="list-style-type: none"> <li>• Submit quarterly progress reports</li> </ul>	Every three months after funding approval
<ul style="list-style-type: none"> <li>• Analyze data and submit draft of final report</li> </ul>	Six weeks before the end of the contract
<ul style="list-style-type: none"> <li>• Submit final report</li> </ul>	End of contract

## Project Plan

The contractor shall prepare a Project Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements for this effort. The Project Plan shall detail the key activities and milestones, allocation of staff and other resources necessary for the successful completion of this effort. The COTR shall receive the revised Project Plan in both hard copy and electronic form, Microsoft Word. Based on the Project Plan, the COTR will provide approval to move forward on activities planned. The contractor shall request prior approval on all activities not included in the plan or any modifications to the plan after approval has been given.

## Quarterly Status Report

The contractor shall document the efforts performed in the completion of each task in a detailed quarterly progress report submitted every three months.

Quarterly reports are due on or before the 15<sup>th</sup> of each month. The status report shall include, at a minimum:

- Progress for the period: detailed progress report of findings, activities and accomplishments during the reporting period, and summary of work accomplished during the reporting period and percent complete.
- Activities planned for the next reporting period: planned activities, as well as the status of any/all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s).

- Problems encountered: identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.
- Strategy revisions: recommended changes to include any lessons learned

## **Final Report**

The contractor shall provide a final report, to the COTR, at the conclusion of this effort. The report will summarize objectives achieved, analysis of data, significant issues, problems and recommendations to improve the process in the future. Prior to the final report, the contractor will submit a draft of the final report to the COTR six weeks before the end of the contract. THE COTR shall review and provide comments/suggestions of the draft report to be incorporated into the final report.

## **Delivery Schedule for Plans and Reports**

Reference	Milestone/Deliverable	Responsibility	Date
4.1	Orientation Briefing Schedule	Government/Contractor	Contract Award (CA)+ 3 weeks
8.1	Project Plan	Contractor	DRAFT at Orientation
8.2	Quarterly Report	Contractor	15th of each month
8.3	Final Report	Contractor	End of Project

## **Inspection and Acceptance Criteria**

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COTR.

### **General Acceptance Criteria**

General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this statement of work.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

## **Quality Assurance**

The COTR will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COTR will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by COTR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

## **Contract/Order Administration**

### **Correspondence:**

To promote timely and effective administration, correspondence shall be subject to the following procedures:

- a) Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Technical Representative (COTR) with an information copy to the Contracting Officer (CO) and the Contract Administrator (CA).
- b) All other correspondence, including invoices, (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the Contracting Officer with an information copy to the COTR.

## **Points of Contact**

### **Contracting Officer's Technical Representative (COTR)**

- a) The Contracting Officer's authorized technical representative, for this effort is as follows:

[Agency Title] (To be determined and the selected contractor advised after award)  
[Bureau, Division and/or Office]  
[Address]  
[Point of Contact: Name, Phone, Fax, Email]

The COTR will be authorized to take a number of administrative actions that will be enumerated in a letter of appointment from the Contracting Officer. Actions generally include:

- 1) Making final decisions regarding any recommended rejection of deliverables;
  - 2) Providing technical clarification relative to overall workload matters;
  - 3) Providing advice and guidance to the Contractor in the preparation of deliverables and services;
  - 4) Providing acceptance of deliverable products to assure compliance with requirements.
- b) The COTR also provide technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general statement of work for this effort. The COTR does NOT have the authority to and may NOT issue any technical direction which:
    - 1) Constitutes an assignment of work outside the general scope of this effort;
    - 2) Constitutes a change as defined in the "Changes" clause;
    - 3) In any way causes an increase or decrease in cost or the time required for performance;
    - 4) Changes any of the terms, conditions, or other requirements of this effort; and
    - 5) Suspends or terminates any portion of this effort.

- c) All technical direction shall be issued in writing by the COTR or will be confirmed by the COTR in writing within 10 calendar days after verbal issuance. A copy of the written direction shall be furnished to the CO and the CA.
- d) In addition to providing technical direction, the COTR will:
  - 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO and CA, any changes in the requirement;
  - 2) Assist the Contractor in the resolution of technical problems encountered during performance; and
  - 3) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within this SOW.
- f) If in the opinion of the Contractor, any instruction or direction issued by the COTR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after receipt of any instruction or direction, with an informational copy to the CA.

### **Contracting Officer**

The Contracting Officer (CO) for this effort is as follows:

Department of the Interior/GovWorks  
ATTN: Leonard Nadybal (orderNo. \_\_\_\_\_)  
Procurement Operations Branch  
381 Elden Street, MS2510, Herndon, Virginia 20170-4817

### **Invoicing**

The Contractor shall bill no more than once monthly. Invoices must include, as a minimum, the following information for each individual:

Company Name  
Time Period Covered  
Productive Direct Labor Hours for the current billing period and cumulative hours to date  
Labor Category(s)  
Hourly Rate applicable to the category  
Travel or Other Direct Costs (ODCs) incurred (including supporting documentation/receipts for all charges) for the current billing period and cumulative to date

Invoices shall be submitted electronically through GovPay - GovWorks Electronic Invoicing System at <https://www.govpay.gov> . Please direct all GovPay inquiries to the GovPay Help Desk at (703) 787-1200 or [helpdesk@govpay.gov](mailto:helpdesk@govpay.gov).

Hardcopy invoices shall not be accepted unless requested by GovWorks or the GovPay Team.

## **GovPay Electronic Invoicing Requirements**

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at [www.govpay.gov](http://www.govpay.gov). This web site includes user manuals, training resources, instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate CCR information and kept it current. Failure to register and maintain CCR information, will result in rejection of invoices. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. The Center can be reached at 1-888-227-2423 or on the web at <http://www.ccr.gov>.

## **PART III**

### **TERMS AND CONDITIONS / SPECIAL PROVISIONS**

#### **1. SPECIAL PROVISIONS**

##### **Contractor Interfaces**

The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

The Government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. Any Contracting Officer's Technical Representatives (COTR) of other efforts shall be included in any establishment of conventions.

##### **Security Requirements**

A security clearance is not required in performance of this effort.

##### **Disclosure of Information**

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

##### **Limited Use of Data**

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

## **52.227-14 Rights in Data—General (June 1987).**

(a) *Definitions.* “Computer software,” as used in this clause, means computer programs, computer data bases, and documentation thereof.

“Data,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data,” as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

### **(b) Allocation of rights.**

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright—

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or



limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

(h) *Subcontracting*. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

## **Hours of Work**

Primary Contractor personnel are expected to conform to normal operating hours can be changed to accommodate the requirements of this program. Primary personnel are to designate 40 hours per week to this project. The designated administrative staff will schedule at least 20 hours per week to this project.

## **Government Holidays**

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc) Presidential funerals or any other unexpected government closures.

## **Payment for Unauthorized Work**

No payments will be made for any unauthorized supplies and/or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

The requiring activity may incrementally fund the contract/order up to the awarded amount. The

Government shall not be obligated to reimburse the Contractor for costs in excess of whatever amount of money is allotted to the contract or order at any given time, nor will the Contractor be obligated to continue performance and incur costs in excess of the amount allotted.

### **Contractor Personnel**

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the Statement of Work. Resumes submitted for employees assigned to perform under this statement of work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

### **Project Manager**

The Contractor shall provide a Project Manager to facilitate Government-Contractor communications. The Project Manager shall be the primary technical and managerial interface between the Contractor and Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR). The name of this person, and an alternate or alternates, who shall act for the contractor when the Manager is absent, be designated in writing to the CO. The Project Manager or alternate will have full authority to act for the contractor on all contract matters relating to daily operations.

The Project Manager or alternate must be available during normal duty hours, as specified herein and to meet with government personnel within 24 hours to discuss problems.

The Contractor's Project Manager shall meet with the CO/COTR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

The Project Manager and alternate or alternates must be able to read, write, speak, and understand English.

### **Emergency or Special Event Services**

It is expected that the Contractor will perform and/or provide services outside the normal hours of duty. The COTR and the contractor will mutually agree upon any/all schedules.

### **Place(s) of Performance**

The deliverables of the contract will be performed at the designated locations described in the contractors' response to this proposal. Services may be provided off-site, on-site, or a combination of, depending on program requirements. The anticipated places of performance shall be at the contractor site(s) and sites identified by the COTR during performance of this effort. The places of performance include, but are not limited to, the contractor's office and locations throughout the U.S. OR Services may be provided off-site, on-site, or a combination of, depending on program requirements. However, the majority of the work will be performed at the 10 sites designated in this proposal.

### **FAR 52.217-8 -- Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.

The Contracting Officer may exercise the option by written notice to the Contractor within **14 Calendar Days**.

**2. Clauses Incorporated by Reference** (Incorporated clauses may be viewed on the internet at <http://www.arnet.gov/far/>)

**52.212-4 Contract Terms and Conditions – Commercial Items**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

       (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

       (ii) Alternate I (Mar 1999) of 52.219-5.

       (iii) Alternate II (June 2003) of 52.219-5.

       (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-6.

       (iii) Alternate II (Mar 2004) of 52.219-6.

       (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-7.

       (iii) Alternate II (Mar 2004) of 52.219-7.

       (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

\_\_\_ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_X\_ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

\_X\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

\_X\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

\_X\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

\_X\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

\_X\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

\_\_\_ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of

Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_X\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).

\_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_X\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_X\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_X\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.



(End of Clause)

## **PART IV**

### **LIST OF EXHIBITS AND ATTACHMENTS**

**Exhibits**

**Attachments**

## PART V

### Offerors Representations and Certifications

(Completed form detached at award and kept in permanent agency file)

#### 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Jan 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business,

not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]

(3) *Taxpayer Identification Number (TIN)*.

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization*.

\* Sole proprietorship;

\* Partnership;

- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(5) *Common parent.*

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

<b><u>Number of Employees</u></b>	<b><u>Average Annual Gross Revenues</u></b>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It \* is, \* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in

the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \*has, \* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that--

(i) It \* is, \* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \* is, \* not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) *Previous contracts and compliance.* The offeror represents that --

(i) It \* has, \* has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \* has, \* has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

---

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:



Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \* Are, \* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) \* Have, \* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) \* Are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of Provision)

*Alternate I (Apr 2002).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address \_\_is, \_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments>.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

## PAST/PRESENT PERFORMANCE QUESTIONNAIRE

WHEN FILLED IN THIS DOCUMENT IS SOURCE SELECTION SENSITIVE INFORMATION IAW FAR 3.104

### **SECTION 1: CONTRACT IDENTIFICATION**

- A. Contractor: \_\_\_\_\_
- B. Cage Code of contractor contract was awarded to: \_\_\_\_\_
- C. Contract number: \_\_\_\_\_
- D. Contract type: \_\_\_\_\_
- E. Was this a competitive contract? Yes \_\_\_\_ No \_\_\_\_
- F. Period of performance: \_\_\_\_\_
- G. Initial contract cost: \$ \_\_\_\_\_
- H. Current/final contract cost: \$ \_\_\_\_\_
- I. Reasons for differences between initial contract cost and final contract costs: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- J. Description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **SECTION 2: CUSTOMER OR AGENCY IDENTIFICATION**

- A. Customer or agency name: \_\_\_\_\_
- B. Customer or agency description (if applicable): \_\_\_\_\_
- C. Geographic description of services under this contract, i.e. local, nationwide, worldwide, other Commands: \_\_\_\_\_  
\_\_\_\_\_

### **SECTION 3: EVALUATOR IDENTIFICATION**

- A. Evaluator's name: \_\_\_\_\_
- B. Evaluator's title: \_\_\_\_\_
- C. Evaluator's phone/fax number: \_\_\_\_\_
- Number of years evaluator worked on subject contract: \_\_\_\_\_

### **SECTION 4: EVALUATION**

Please indicate your satisfaction with the contractor's performance by placing an "X" in the appropriate block using the scale provided to the right of each question. This scale is defined as follows:

CODE                      PERFORMANCE LEVEL

B                      BLUE/EXCEPTIONAL - The contractor's performance meets contractual requirements and exceeds many

(requirements) to the Government's benefit. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

- P PURPLE/VERY GOOD- The contractor's performance meets contractual requirements and exceeds some (requirements) to the Government's benefit. The contractual performance was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- G GREEN/SATISFACTORY – The contractor's performance meets contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- Y YELLOW/MARGINAL – Performance does not meet some contractual requirements. The contractual performance reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.
- R RED/UNSATISFACTORY – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.
- N NOT APPLICABLE - Unable to provide a score.

B	P	G	Y	R	N
---	---	---	---	---	---

#### Technical Performance

T1 Quality & repeatability of operations & maintenance.						
T2. Quality of technical system testing and certification efforts						
T3 Quality/integrity of technical data/report preparation efforts						
T4 Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements						
T5 Ability to implement current standard practices for computer hardware design, operation, maintenance, upgrades and configuration control						
T6 Ability to implement current standard practices for computer software design, operation, maintenance, upgrades and configuration control						
T7 Adequacy/effectiveness of environmental safety procedures						

#### Program Management

P1. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program)						
P2. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes)						
P3. Timeliness/effectiveness of contract problem resolution without extensive customer guidance						
P4. Ability to understand/comply with customer objectives and technical requirements						
P5. Ability to successfully respond to emergency and/or surge situations						
P6. Quality/effectiveness of sub-contracted efforts						
P7. Effectiveness of material management (including Government Furnished Property or Material)						
P8. Effectiveness of acquisition management						
P9. Contractor proposed alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the customer						
P10. Contractor implemented responsive/flexible processes to improve quality and timeliness of support.						

B	P	G	Y	R	N
---	---	---	---	---	---

#### Transition/phase-in

T1. Contractor ability to smoothly transition resources and personnel.						
T2. Contractor effectiveness on maintaining continuity of mission support while transitioning/phasing in resources and personnel to support other efforts.						

#### Employee Retention/Attraction

E1. Ability to hire/apply a qualified workforce to this effort.						
---	--	--	--	--	--	--

E2. Ability to retain a qualified workforce on this effort.						
E3. Effectiveness of employee compensation towards quality of work.						

#### Small and Small Disadvantaged Business Participation

S1. Ability to meet or exceed small business and small disadvantaged business goals set forth in the approved subcontracting plan						
S2. Ability to effectively manage small business participation to meet technical performance.						

#### Cost Performance

C1 Accuracy in forecasting contract costs						
C2 Ability to meet forecasted costs and perform within contract costs						
C3 Ability to alert Government of unforeseen costs before they occur						
C4 Sufficiency and timeliness of cost reporting						

2. Please discuss each and every response for which you indicated B/E (Blue/Exceptional), Y/M (Yellow/Marginal) or R/U (Red/Unsatisfactory) in response to the questions above (use additional sheets, if necessary).

3. Government Contracts Only: Has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations?

Yes\_\_\_\_ Default\_\_\_\_ Convenience\_\_\_\_ Pending Terminations\_\_\_\_  
No \_\_\_\_

If yes, please explain (e.g., inability to meet cost, performance, or delivery schedules, etc).

---



---



---

#### **SECTION 5: NARRATIVE SUMMARY**

What were the contractor's greatest strengths in the performance of the contract?

---



---



---

What were the contractor's greatest weaknesses in the performance of the contract?

---



---



---



---

Would you have any reservations about soliciting this contractor in the future or having them perform one of your critical and demanding programs?

---



---



---



---

Please provide any additional comments concerning this contractor's performance, as desired.

---



---



---



---

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

**Thank you for your prompt response and assistance!**

*Please return this completed questionnaire to:*

Email Address: [Leonard.nadybal@mms.gov](mailto:Leonard.nadybal@mms.gov) FAX to email (no cover sheet necessary): 202-3188881